

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF THE TREASURY**

REQUEST FOR PROPOSALS # OPR 06 - 008

for

PRINT-TO-MAIL BACKUP SITE SERVICES

**J. BRAXTON POWELL
TREASURER OF VIRGINIA**

Kelley Denton, VCO
Procurement Officer

April 7, 2006

REQUEST FOR PROPOSALS
OPR 06-008

ISSUE DATE: April 7, 2006

TITLE: Print-to-Mail Backup Site Services

ISSUING AGENCY: Attn: Kelley Denton VCO, Procurement Officer
Commonwealth of Virginia
Department of the Treasury
P.O. Box 1879
Richmond, Virginia 23218-1879

USING AGENCY: Department of the Treasury

Initial Period of Contract: October 1, 2006 through September 30, 2009 With Two (2) Additional One (1) Year Renewal Periods in Accordance with the Terms and Conditions herein.

Sealed Proposals Will Be Received Until **1:00 p.m. EST Tuesday, May 9, 2006**, For Print-to-Mail Backup Site Services described herein. Offerors' names shall be read aloud.

All Inquiries Shall Be Directed To: Kelley Denton by fax - (804) 225-3187 or e-mail—kelley.denton@trs.virginia.gov. Written (fax or e-mail) inquiries are preferred.

If Proposals Are Mailed, Mail Directly To Issuing Agency Shown Above, Adding One Line To The Top Of The Address As Follows: Proposal for Print-to-Mail Backup Site Services RFP # OPR 06-008.

If Proposals Are Hand Delivered, Deliver To: Print-to-Mail Backup Site Services, RFP # OPR 06-008, Commonwealth of Virginia, c/o Department of the Treasury, James Monroe Building - 3rd Floor, 101 North 14th Street, Richmond, Virginia 23219, Attn: Kelley Denton.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish Print-to-Mail Backup Site Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Offeror's Name:	By (Signature in Ink):
Complete Address:	Name (please print) and Title:
	Date:
City/State/Zip:	Federal Identification Number:
Telephone Number:	Facsimile Number:

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SECTION I PURPOSE

The purpose of this Request for Proposals ("RFP") issued by the Department of the Treasury ("Treasury") is to solicit sealed proposals from qualified vendors to establish a contract through competitive negotiations for the procurement of print-to-mail backup site services for Treasury's check printing function.

SECTION II BACKGROUND

Treasury prints and distributes approximately 7.5 million checks and 1.4 million payment notices annually on behalf of the Commonwealth of Virginia and its agencies and institutions. Issuance of the majority of the checks is time sensitive.

In the event of a disaster and/or business interruption from whatever cause, Treasury will have an immediate need for the use of a backup facility site equipped to print and mail Commonwealth of Virginia checks and documents in a similar manner and within the same time frames as done daily at its Richmond facility.

Treasury's check printing and distribution system configuration consists of:

- 2 Xerox 4635 MICR laser printers
- 2 Moore MIDAS 2002 pressure-sealers
- Barr software and 2 sets of bus and tag cables

Purchased in 1999, the Xerox printers and Moore finishing equipment are an in-line system that requires no human intervention from the transmission of a print job to the Xerox printer to the output of a mailable check.

The Moore pressure-sealing equipment also has scanning capabilities to provide a document control feature through the use of barcoding to ensure all documents sent to the printer were printed and sealed for distribution.

Treasury uses 8 ½ x 14 cut sheet check stock – Pressure Seal using an eccentric Z fold. The construction is sheeted (boxed product) 28lb. Sealing is full perimeter seal.

Treasury receives check files electronically from the Virginia Information Technology Agency. The files are reformatted for printing using custom-designed reformatting software that resides on a dedicated personal computer.

Treasury currently utilizes a dedicated T1 switched frame relay circuit for transmission of check files to be printed. This circuit is only in operation at the backup site facility during testing or a disaster declaration and must be isolated from other vendor infrastructure not necessary for the printing of Commonwealth checks.

Treasury intends to migrate to a Virtual Private Network (VPN) connection over the internet in lieu of the dedicated circuit at a future date. The current download time for check print files averages less than an hour a day at T1 speeds.

Treasury check volumes vary daily and based on the time of year. Daily volumes outside of the February – May timeframe range from 15,000 to 35,000 per day. During February through May, the volume can increase by 15,000 to 25,000 a day. Treasury prints various check jobs per day ranging from check runs under 100 checks to jobs with over 20,000 checks. Checks are printed on a daily basis. For the most part, check files received today are printed and mailed today.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required in order to obtain full points as specified in **Section V See Appendix B** for reporting format. By

Commonwealth of Virginia Department of the Treasury
RFP# OPR 06-008 – Print-to-Mail Backup Site Services
Due: Tuesday, May 9, 2006 @ 1:00 p.m. EST

submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP could result in the rejection of the proposal.

SECTION III STATEMENT OF NEEDS

The contractor shall:

1. Provide a print-to-mail hot site facility for use by Treasury to print and mail Commonwealth checks and payment documents after Treasury's declaration of a disaster and periodically for testing purposes.
2. Provide Xerox 4635 MICR printers and pressure sealing equipment comparable to those used by Treasury and with a capacity to meet Treasury's daily printing requirements which can range from 15,000 to 60,000 documents per day at the backup site for Treasury's use.
3. Provide use of the equipment and facility to Treasury from the declaration of a disaster by Treasury until such time as the disaster situation at Treasury has ended and Treasury can resume its printing operations. (If there are restrictions on the continuous use of the vendor's facility and equipment, these restrictions must be clearly defined.)
4. Maintain a secure operating environment at its hot site facility that protects the confidentiality of the Commonwealth data transmitted, processed, and mailed from the site.
5. Maintain an environmental safe working environment at its hot site facility that safeguards Commonwealth equipment and supplies stored there and Commonwealth staff while they work there.
6. Make available its hot site facility with Treasury's required infrastructure and functionality within 24 hours of a disaster declaration and make provisions for a backup hot site facility comparable to the vendor's primary hot site at no additional cost to Treasury beyond the charges that would have been made for the use of the primary facility if the vendor's primary site is not available.
7. Make available its hot site facility to Treasury with required infrastructure and functionality so that Treasury can test its disaster procedures one to two times a year for a duration of one to three eight hour days with no more than seventy-five days of advance notification to schedule testing.
8. Within ninety days of implementation, notify Treasury of changes in your site equipment availability and/or operating environment that would adversely impact Treasury's ability to use your facility if needed.
9. Maintain vendor equipment to be used by Treasury in accordance with equipment manufacturer's recommendations.
10. Designate one or two primary contacts to coordinate the requirements of this Contract with Treasury.
11. Coordinate mailing of Commonwealth checks and documents with local USPS and/or private courier transport service (UPS/Federal Express).
12. Provide working space for Treasury personnel reassigned to the hot site facility during testing and disaster situations to include secure storage space for checks printed but not yet sent to USPS for mailing.
13. Allow Treasury personnel to be present during the processing of all its printing applications for quality control and accounting purposes.
14. Store in a secure environment year round Treasury equipment and operating materials necessary for the operation of Treasury's printing functions to include: two personal computers, one router, one small laser printer, several boxes of stock and mailing materials.
15. Assist Treasury with securing hotel accommodations as close to the hot site as possible during testing and disaster situations.
16. Provide network and internet capabilities for Treasury's use at the hot site that are compatible with the Treasury IT requirements outlined in the Background section of this RFP.
17. Provide access to the internet through its secure firewall for other Treasury equipment (pc's) that will be needed during testing or for processing during a disaster situation.
18. Have Xerox printers that can accommodate a "bus and tag" connection for transmission of the check data from the Treasury pc's to the Xerox printers.
19. Allow and support a virtual private network (VPN) connection over the internet in lieu of the dedicated circuit at a future date at no additional cost to Treasury.
20. Provide access to phones, fax machines and copiers that can be used by Treasury staff at the hot site.
21. Provide an electronic MICR reader to ensure placement and readability of MICR line on printed checks both during testing and in the declaration of a disaster.

SECTION IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response:

- a. Number of Copies. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and five (5) copies, so marked, of each proposal must be submitted to the Department of the Treasury. Additional copies shall be provided upon request.

2. Proposal Preparation:

- a. Submission of Materials. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Commonwealth requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Commonwealth may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Small, Women-Owned, and Minority-Owned Business Reports. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses, and minority-owned businesses shall be submitted. If an offeror fails to submit all information requested, the Commonwealth may require prompt submission of missing information after the receipt of the vendor proposals. (See **Appendix B**.)
- c. Clarity of Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Organization of Proposal. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Single Volume. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protection of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is

necessary. The proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR TOTAL PROPOSAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND SHALL RESULT IN THE REJECTION OF THE PROPOSAL.**

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to a designated committee of the Commonwealth. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Commonwealth will schedule the time and location of these presentations. Oral presentations are an option of the Commonwealth and may or may not be conducted.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the evaluation panel may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal, as a complete proposal:

TAB 1. The complete RFP (One Copy **in the Original Proposal Only**), the RFP cover sheet and addenda, if any, filled out as required and signed.

TAB 2. General Qualifications:

1. Submit three references, preferably of clients currently using your print-to-mail backup services, including contact name, company, address, telephone number, and e-mail address (if available). References submitted should be applicable to the specific services requested in this RFP. If you provide this service to a state or municipal government or to an organization for check printing backup site services, please use that entity(ies) as a reference.
2. Describe your company's experience providing print-to-mail backup services similar to those requested in this RFP. Provide a brief history of your business, and its parent company, if applicable. Outline primary and secondary business products and services offered and the percentage each is of the overall revenue stream of the company and its parent, if applicable.
3. Identify key personnel, including senior level management, who will be responsible for the relationship with Treasury. Provide their number of years of service with your company and their qualifications and experience providing the services requested.
4. Provide an escalation hierarchy that identifies the roles, responsibilities, and phone numbers of each contact. Provide separate lists for implementation and the on-going relationship.
5. How many full-time employees of your company are dedicated to disaster recovery support?
6. Treasury needs some assurances as to the financial soundness of your company and its parent, if applicable, and the overall company commitment to providing disaster recovery solutions. Provide the last three annual reports, to include audited financial statements, of your company and its parent.

NOTE: All responses to the questions in this request for proposals (RFP) will become an integral part of the contract that is entered into between Treasury and the winning bidder. .

TAB 3. Specific plans for providing the proposed goods/services including:

1. Address your company's ability to provide the services noted in **SECTION III STATEMENT OF NEEDS**. Please restate each requirement and discuss whether or not you can provide the service, how you will provide the service or the extent to which you can provide the service, any alternatives you would recommend in addition to or in lieu of the stated objective.
2. The Contractor shall meet the **REPORTING AND DELIVERY REQUIREMENTS** as outlined in **SECTION VI**. Please restate each requirement and discuss whether or not you can provide the service; how you will provide the service or the extent to which you can provide the service; and any alternatives you recommend in addition to or in lieu of the stated objective.
3. Provide a detailed list of the hardware, peripherals, and telecommunications equipment that your company proposes to use to match our recovery configuration requirements. Please provide the manufacturer of the equipment also.
4. What is your company's total production capacity per hour and per day using the hardware configuration required by this RFP?
5. How many Xerox printers usable by Treasury support this capacity? How many of the printers have micr capabilities?
6. What type of pressure-sealing equipment is used at your facility? How many pressure-sealers does your company have and what is their total production capacity per hour and per day?
7. Are the Xerox printers and the pressure-sealing equipment used for other than disaster recovery purposes for your clients? If so, for what other purposes are they used?
8. What are your maintenance policies and procedures to maintain your production equipment? Does your company use outside vendors to maintain the equipment or does internal staff perform the maintenance?
9. What is your policy regarding hardware and software upgrades and the approach used for long-term hardware and software planning? What is your method and approach for communicating with subscribers regarding the company's future plans for hardware and software upgrades and changes?
10. How soon after declaration of a disaster would Treasury be able to begin processing at your facility?
11. Does the hot site facility operate 24x7x365? If not, provide the hours of operation for testing and in a disaster situation.
12. What support services are contracted for at the declaration of a disaster and what services are contractually guaranteed?
13. Indicate the role of your company's support staff and a subscriber's support staff during testing and during an actual disaster. Who is responsible for running the actual equipment, verifying the accuracy and quality of production runs, etc.?
14. At present, how many subscribers does your company currently support? Of that number, how many have production requirements similar to Treasury's requirements?

15. What is the maximum number of subscribers that your facility will support and what is your methodology for deriving this number?
16. Provide the number of subscribers to your print-to-mail backup site services that are located in Virginia and within a one hundred mile radius of Richmond, VA.
17. What is your company's policy on handling the recovery of multiple subscribers who are contracted for the same recovery hardware?
18. Does your company allow sharing of equipment by more than one subscriber at the same recovery facility? If yes, how does this process work?
19. What is your company's policy on regional disasters or multiple simultaneous disasters when more than one subscriber invokes a disaster declaration? How does your company assign priority of access to your customers? If it is first come first serve, does your company have other secondary hot site locations that can be used to accommodate all your subscribers? If so, please provide information on their locations and hardware and software configurations.
20. Provide your company's policy for preventing our right of access to the primary recovery configuration from being pre-empted by another subscriber? Is your company currently engaged in a contract(s) that allow a subscriber to have greater access rights than Treasury would have? If so, describe the circumstances where this could happen.
21. How many of your subscribers have declared a disaster within the last five years and what was the duration of their processing at your facility?
22. Has your company ever failed to meet its commitments to a subscriber that has declared a disaster? If so, please describe the circumstances.
23. What is our recourse if your company fails to meet its contractual requirements to Treasury at the time that we declare a disaster to use your backup site facilities?
24. If your primary facility has reached capacity as a result of disaster declarations by subscribers, is your company currently adequately staffed to handle a full capacity workload or would staff from other facilities be brought in?
25. Describe your company's disaster alert and declaration procedures. Does your company require subscribers to place a disaster declaration in order to "reserve" the use of the backup site facilities?
26. Does your company have its own internal backbone network? If so, please describe.
27. What type of redundancy does your facility have?
28. Does your company provide bridges, routers, multiplexors and channel extension capabilities at the proposed facility?
29. Are any charges incurred for using your company's network capabilities?
30. Can we install a dedicated line into your facility?
31. Provide an overview of the security policies and procedures employed by your company at the backup site facility.
32. Provide an overview of the security provisions employed in the data centers of your backup site facility where our checks would be printed and our check stock maintained.

33. Are your employees bonded? The Commonwealth requires certain levels of insurance, which are provided in the Section VIII of this RFP.
34. Are criminal background checks conducted on employees?
35. What are the security provisions regarding the transmission of data into and out of your facility? We need assurances that our checks and any information contained on the check data files transmitted to your facility will be fully safeguarded and the confidentiality of the data maintained. We will require a confidentiality statement from your company to this effect.
36. Detail the fire detection and suppression system at the backup site(s).
37. Detail the environmental support equipment at the backup site(s) to include power conditioning, HVAC, chiller, UPS, and diesel generator. Does the backup site have redundant capabilities for the listed environmental support equipment?
38. Indicate any redundant capabilities for electrical and communications utilities in the event of an outage? Provide the number of instances of downtime due to power and communication outages at the backup facility within the last two years.
39. Describe the mailing services provided by your company. If mailing services are provided, do employees of your company perform the services or are the services outsourced? If outsourced, provide information on the service provider.
40. Outline the processing steps from completion of the pressure sealing of our checks to the deliver of the checks to the USPS under the two scenarios of presorting the checks or mailing at full postage rates.
41. What are the transportation arrangements available for getting the mail to the USPS? Do you use an outside mailing service to deliver mail to the USPS? Does the USPS pick up mail directly from your facility?
42. Most of our checks are mailed through use of a permit account at the USPS. The permit account number is printed on the check document. Based on your facility operating process, does this pose any problems?
43. Describe the storage provisions for Treasury hardware and software to be stored at the backup site. Describe the security provisions regarding the storage of this equipment/software.
44. Describe the provisions for providing working office space for subscribers during their duration at the backup site. What facilities and communication equipment are available?
45. Provide a summary of the testing accommodations that your company makes available to subscribers? What type of support does your company provide before, during, and after a test? What is your test scheduling and cancellation policy?
46. As part of this procurement, Treasury will want to conduct a site visit of the facility designated to be our backup site for check printing and conduct an initial testing of our production process at the facility. There will be no charge for this initial testing.
47. Provide details regarding ground and air transportation near the backup site.
48. Provide information on hotels and restaurants within a close proximity to the backup site.
49. Include copies of any agreements that the Commonwealth would be expected to sign if your company is awarded this contract.

TAB 4. Proposed Price:

1. Complete the price schedule in **SECTION XI PRICING SCHEDULE**, showing the cost for each service listed as well as the cost for any service not listed, but your institution expects will be utilized and billed for in the performance of this Contract.
2. Discuss any transition costs related to establishing the services requested.
3. Discuss transition costs, if any that would be assessed at the end of the Contract.

TAB 5. Creative solutions and alternative suggestions:

All Offerors are encouraged to be as creative as possible in responding to this RFP. Based on your review of the background information, and specific needs and requirements, discuss any creative approaches to this service which have not been specifically requested or which would enhance efficiency and/or reduce costs.

TAB 6. Small, Women-Owned, and Minority-Owned Business Participation:

The Offeror should submit three sets of data for small business, women-owned business minority-owned business: 1) ownership, 2) utilization of small, women-owned and minority-owned businesses for the most recent 12 months, and 3) planned involvement of small businesses, women-owned businesses and minority owned businesses on the current procurement. **Appendix B** contains the format for providing this information.

SECTION V EVALUATION AND AWARD CRITERIA

- A. All proposals received will be reviewed and evaluated by a Selection Committee. The Committee will recommend proposals, which most closely meet the requirements of the RFP. The following will be used in making the selection:
1. Offeror's Qualifications -- This criterion includes the ability of the Offeror to meet the requirements of the RFP, to ensure high-quality service, and any special processes that increase the Offeror's ability to perform the contract. (Weighted at 20%)
 2. Soundness of Approach -- Emphasis here is on the techniques for providing the services requested, and on the Offeror's capability to deliver the desired services on schedule. (Weighted at 20%)
 3. Pricing – See Section XI, PRICING SCHEDULE. While this area will be weighted heavily, it will not be the primary deciding factor in the selection process. (Weighted at 25%)
 4. Demonstrated Experience, Capacity, and References – Emphasis is on current and past experience, customer/reference feedback and outcome of pre-award site visits. (Weighted at 25%)
 5. Creativity -- The Commonwealth is interested in creative and innovative responses to this RFP. Consideration will be given to suggested alternatives or additional services offered which may not be specifically requested. (Weighted at 5%)
 6. Participation of Small, Women-Owned, and Minority-Owned Businesses -- Emphasis is on the past, current, and planned utilization of businesses in the three classes identified. (Weighted at 5%)
- B. Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request For Proposals, including price, if so stated in the Request For Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the issuing agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the Contract to that Offeror. The Commonwealth may cancel this Request For Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated. See **Appendix A**.

SECTION VI REPORTING AND DELIVERY REQUIREMENTS

The Contractor shall meet the following reporting and delivery requirements.

- A. Notify Treasury within sixty days of changes in the company's business operations that will impact or have the potential to impact the hot site services provided to Treasury under the contract resulting from this RFP.
- B. Provide Treasury a summary report of the results of each testing of Treasury's printing functions at the hot site facility outlining the timeframe of testing, applications tested, hardware/software used, results of testing, problems encountered, and any issues requiring resolution.

SECTION VII: OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 11 a.m. on April 20, 2006 at the Virginia Department of the Treasury, 101 North 14th Street, Monroe Building, third floor conference room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

SECTION VIII GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. Venue shall be in state or federal court located in Richmond, Virginia.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia* § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- H. MANDATORY USE OF STATE FORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the general terms and conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for

the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A Contractor awarded a Contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
- (2) To notify the Issuing Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. The Issuing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Issuing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Issuing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Issuing Agency with all vouchers and records of expenses incurred and savings realized. The Issuing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Issuing Agency within thirty (30) days from the date of receipt of the written order from the Issuing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Issuing Agency or with the performance of the Contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise tax and transportation taxes. The Commonwealth's excise tax exemption registration numbers is 54-73-0076K.
- R. USE OF BRAND NAMES: Omitted.
- S. TRANSPORTATION AND PACKAGING: Omitted.

- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia is to be named as an additional named insured with respect to the services being procured. These coverages are to include Products and Completed Operations Coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Issuing Agency will publicly post such notice on the 3rd floor receptionist area, Department of the Treasury, 101 N. 14th Street, Richmond, Virginia, the DGS/DPS eVA website www.eva.state.va.us and on the Treasury website at www.trs.virginia.gov for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

- X. EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The awarded Contractor will be expected to register with the eVA and the Ariba Commerce Services Network Vendor Registration Systems at the following website: www.eva.state.va.us or by calling the eVA Supplier Help Line at 1-866-289-7367. All Contractors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service (\$25.00) or eVA Premium Vendor Registration Service (\$200.00), and complete the Ariba Commerce Services Network Registration. Treasury will issue a blanket purchase order to the Contractor annually. The Contractor will reference the purchase order number on each invoice submitted to Treasury. The eVA transaction fee will be billed to the Contractor at the point the blanket purchase order is issued. The maximum eVA transaction fee is 1% of each transaction or a maximum of \$500.00 for each transaction, whichever is less. The annual blanket purchase order is considered one transaction; therefore, the maximum eVA transaction fee that will be charged to the Contractor will be \$500.00 annually, for the term of the Contract.

SECTION IX SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a Contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of the Treasury will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the Contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, *Code of Virginia*.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- E. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposal(s) will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- F. **CANCELLATION OF CONTRACT:** The Issuing Agency reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 90 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **EXTRA CHARGES NOT ALLOWED:** No additional charges will be allowed under the Contract. Any changes to the scope of services that impact prices must be approved in advance by the Director, Operations Division at the Department of the Treasury.
- H. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 11:00 a.m. Thursday, April, 20, 2006 at the Department of the Treasury, 101 N. 14th Street, 3rd Floor, Treasury Board Room, Richmond, VA 23219. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum.

- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **RENEWAL OF CONTRACT:** At a reasonable time (approximately 60 days prior to the Contract expiration date) and upon written agreement of both parties, this Contract may be extended beyond the initial three-year Contract period by the Commonwealth for a period of two successive one (1) year periods only under the terms and conditions of the original Contract, except as stated in (1) and (2) below.
- (1) If the Commonwealth elects to exercise the option to extend the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract prices of the original Contract, or the Contract prices of the original Contract increased/decreased by the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.
- (2) If during any subsequent renewal periods, the Commonwealth elects to exercise the option to extend the Contract for the second additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the Contract price(s) of the first one-year extension period, or the Contract price(s) of the first one-year extension period increased/decreased by the percentage increase/decrease of the "Other Services" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.
- At a reasonable time (approximately 60 days prior to the Contract expiration date) the Commonwealth, may, at its sole option, give written notice to extend the terms of this Contract on a month-to-month basis for a period not to exceed six (6) months after the expiration of the original Contract or any renewal period. If necessary, such an extension will serve as a transition period to implement the service with a different service provider. The Contractor will cooperate in any such transition. During such extension all services provided by the Contractor pursuant to the Contract shall continue to be performed in accordance with all applicable federal, State or local laws, ordinances, rules or regulations at the prices last agreed upon.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Issuing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Issuing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

SECTION X METHOD OF PAYMENT

Charges for services are to be billed as follows:

- Subscription fees on a monthly basis
- Other fees for testing, disaster declaration, and use of facilities during a disaster will be billed on occurrence with a thirty day payment window unless specified elsewhere in this RFP.

SECTION XI PRICING SCHEDULE

Submit all cost information covering the following items individually. If pricing is based on certain operational specifications such as specific equipment configurations and perimeters, outline the specifications as part of your pricing.

(No fees and/or charges will be allowed to be charged under the contract resulting from this RFP unless they are outlined as part of the pricing schedule in the response to this RFP. Please ensure all anticipated fees and charges are individually identified as part of this section.)

- Monthly Subscription Charge
- Print and Mail Testing Services

(Anticipate one test per year at a minimum; in some years two tests per year may be necessary. Testing to include the receipt of check files electronically at site, printing and pressure sealing of a sample of checks totaling from 2,000 to 5,000 test documents. Testing should take no more than 8 to 10 hours of time that could be spread over several days.)

(Charges may be broken down into various testing components.)

- Disaster Recovery Rates and Charges

(Charges should be itemized based on services to be provided)

- Disaster Declaration Fee
- Printing Fees – usage fee plus hourly or daily rate, if applicable
- Pressure Sealing Fee – usage fee plus hourly or daily rate, if applicable
- Mailing Services Fees - (such as presort fees, if provided)
- Storage Fees (for Treasury computer equipment/check stock stored at site)
- Transportation Fees (for delivery of mail to USPS)

Outline additional costs of any optional services that are available.

SECTION XII APPENDICES AND DEFINITIONS

APPENDIX A
FORM OF COMMONWEALTH OF VIRGINIA CONTRACT

Appendix A represents the proposed Contract, which the Commonwealth of Virginia would expect the Contractor to sign. Please note any suggestions or additions you would like considered.

COMMONWEALTH OF VIRGINIA
Department of the Treasury
PRINT-TO-MAIL BACKUP SITE SERVICES
Contract Number OPR 06 - 008

This Contract is entered into this ___ day of ____, 2006 by _____, hereinafter called the "Contractor", and the Commonwealth of Virginia Department of the Treasury, hereinafter called the "Issuing Agency".

WITNESSETH that the Contractor and the Issuing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Commonwealth as set forth in the Contract Documents.

PERIOD OF CONTRACT: From October 1, 2006 to September 30, 2009, **with two (2) successive one-year options to renew the Contract in accordance with the terms and conditions noted in the Contract.**

COMPENSATION AND METHOD OF PAYMENT: The services will be billed monthly and as testing and disaster services are provided.

CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- (1) This signed Contract;
- (2) The following portions of the Request For Proposals dated February 1, 2005:
 - (a) The Statement of Needs
 - (b) The Proposal Preparation and Submission Requirements
 - (c) The General Terms and Conditions
 - (d) The Special Terms and Conditions, together with any negotiated modifications of those Special Conditions
- (3) The Contractor's proposal dated _____, 2006 and all written modifications to the Proposal, **including all written vendor responses**, all of which documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 7.15 of the Commonwealth of Virginia's *Vendor's Manual*.

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed intending to be bound thereby, and certify they are authorized to sign this Contract for the Contractor or the Commonwealth.

CONTRACTOR

COMMONWEALTH OF VIRGINIA
Department of the Treasury

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

APPENDIX B
OFFEROR'S REPORT OF SMALL, WOMEN-OWNED, AND
MINORITY-OWNED BUSINESSES

**PARTICIPATION OF SMALL, WOMEN OWNED,
AND MINORITY OWNED BUSINESSES**

1. Participation by Small Businesses:

- a. Offeror certifies that it () is, () is not, a small business concern (including its affiliates) which is independently owned and operated. For the purpose of this procurement, a small business is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- b. List small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

<u>PERIOD:</u>	From: _____	To: _____			
FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	%TOTAL CO. EXPENDITURES FOR GOODS & SERVICES ***	

***** WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

- c. Describe Offeror's plans to involve small businesses in the performance of this Contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

<u>PERIOD:</u>	From: _____	To: _____			
FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT***	

***** WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURES FOR ALL THREE CATEGORIES (SMALL, WOMEN AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

2. Participation by Businesses Owned by Women:

- a. Offeror certifies that it () is, () is not, a women's business enterprise or women owned business. For the purpose of this procurement, a woman owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

- b. List businesses owned by women with whom the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	%TOTAL CO. EXPENDITURES FOR GOODS/SERVICES WOMEN-OWNED BUS.***

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURE FOR ALL THREE CATEGORIES (SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.*****

- c. Describe Offeror's plans to involve businesses owned by women in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS, PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT WOMEN-OWNED BUS.***

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO WOMEN-OWNED BUSINESSES*****

3. Participation by Businesses Owned by Minorities:

- a. Offeror certifies that it () is, () is not, a minority business enterprise or minority owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- b. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data is available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% TOTAL CO. EXPENDITURES FOR GOODS/SERVICES FROM MINORITY-OWNED BUS.***

*****WHEN FIGURING THE TOTALS IN THIS COLUMN, THE TOTAL EXPENDITURE FOR ALL THREE CATEGORIES (SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES) CAN NOT EXCEED 100%.**

- c. Describe Offeror's plans to involve minority businesses in the performance of this Contract, either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/ SERVICES	DOLLAR AMOUNTS	% OF TOTAL CONTRACT MINORITY-OWNED BUS.***

*****THIS COLUMN REFLECTS WHAT PERCENTAGE OF THE 100% VALUE OF THIS CONTRACT YOU WILL AWARD TO MINORITY-OWNED BUSINESSES.*****

DEFINITIONS

For the purpose of this RFP, the following shall serve as definitions:

PERIOD is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

FIRM NAME, ADDRESS AND PHONE NUMBER is the name address and business phone number of the small business, women owned business or minority owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this Contract, as applicable.

CONTACT PERSON is the name of the individual in the specified small business, women owned business or minority owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

TYPE GOODS OR SERVICES is the specific goods or services the Offeror has contracted for from the specified small, women owned or minority owned business over the specified period of time or plans to use in the performance of this Contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

DOLLAR AMOUNT is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this Contract, as applicable.

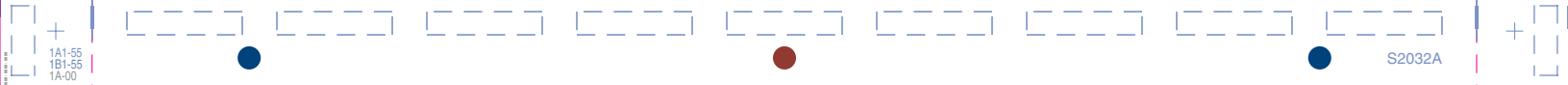
% TOTAL COMPANY EXPENDITURES FOR GOODS AND SERVICES is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% OF TOTAL CONTRACT is calculated by dividing the estimated dollars planned for the indicated firm on this Contract by the total Offeror estimated price of this Contract.

SMALL BUSINESS is a concern that is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

WOMAN-OWNED BUSINESS is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

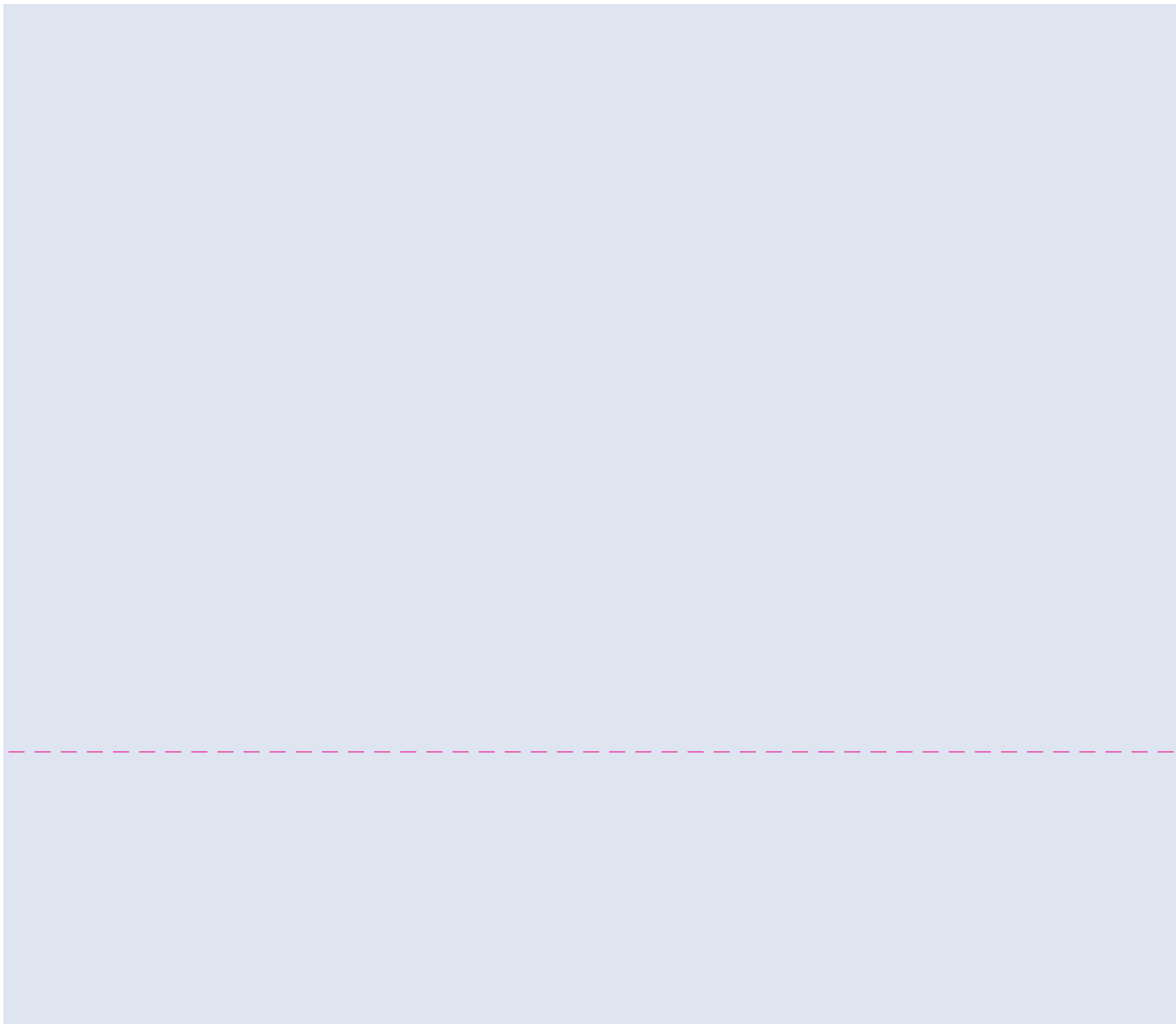
MINORITY-OWNED BUSINESS is a concern that is at least 51 percent owned by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.



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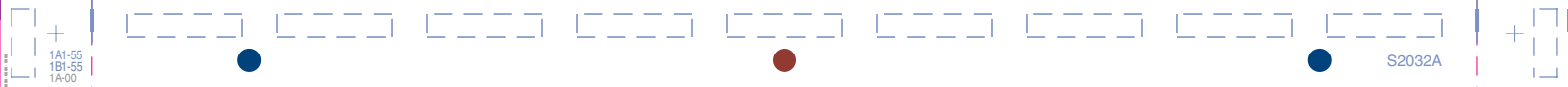
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